



DEPARTMENT OF
NATURAL RESOURCES

0453999

MAY 13 1988

RIGHT-OF-WAY EASEMENT

133- 23-348

THIS INDENTURE, Made this 22nd day of April, 19 88, between the State of Minnesota, by and through its Commissioner of Natural Resources, hereinafter called the Grantor, and

ST. LOUIS COUNTY

hereinafter called the Grantee.

WITNESSETH, Whereas the Grantee has applied to the Grantor for the grant of an easement and right-of-way for road or trail purposes over certain lands owned by the State of Minnesota, situated in the County of St. Louis and administered by the Department of Natural Resources.

NOW, THEREFORE, Grantor pursuant to the authority of Minnesota Statutes Annotated, Section 84.63, and in consideration of the sum of Fourteen thousand eight hundred and thirty-two DOLLARS (\$ 14,832.00), to it in hand paid by said Grantee, the receipt whereof is hereby acknowledged, which amount constitutes full payment for the rights and interests herein conveyed including payment for any improvements, timber and forest growth that will be destroyed on the easement area, does hereby grant and convey unto the Grantee, from and after the 22nd day of April, 19 88, an easement and right of way for road or trail purposes, over and across the following described lands in the County of St. Louis State of Minnesota, and more particularly shown on the plat hereto attached and described as follows:

See attached Exhibit A, CSAH 101, Parcels: Part of 10 and all of 16, 17, 18, 19, 15, 32, 33 and 42.

Containing 16.21 acres of permanent easement and 17.02 acres of temporary easement.

Together with the right to excavate the iron-bearing materials stored in both the permanent and temporary easements granted herein over and across the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 36, Township 58 North, Range 18 West, and to use such materials for road construction purposes, or to store such materials elsewhere, within said permanent and temporary easements over and across the NE $\frac{1}{4}$ SE $\frac{1}{4}$ and the NW $\frac{1}{4}$ SE $\frac{1}{4}$. The right to excavate, use and store such iron-bearing material elsewhere within said easements is granted upon the condition that grantee, promptly upon completion of the road construction, provide grantor with maps, cross-sections and reports showing the quantities excavated, used and stored elsewhere and their locations.

Subject to:

1. Outstanding rights and interests, if any.
2. Grantee shall construct and maintain said right-of-way at its own expense.
3. The right-of-way hereby conveyed shall be open to the general public.
4. Grantee shall abide by all statutes, rules and regulations regarding the disposal of materials by burning.

NOTE: Plat should be on (8 $\frac{1}{2}$ " x 11"), showing any existing road or trail situated thereon.

5. Grantor shall at all times have the right to enter upon said right-of-way for any purpose necessary to the performance of lawful powers and duties.

6. Grantee shall, during construction, maintenance and operation, protect and preserve soil and vegetation cover and scenic and aesthetic values on the right-of-way and outside of construction limits.

7. Grantee shall have the right to close said right-of-way during any emergency, with the approval of the Grantor.

8. Grantor shall not be liable to the Grantee or any person for any injuries or damages to person or property arising from construction, operation or maintenance of said right-of-way.

9. Grantee shall provide for the prevention and control of soil erosion within the right-of-way, as required by the Grantor, that might be affected by construction, operation, or maintenance of the road or trail and shall plant and maintain vegetation of suitable species on all earth cut or fill slopes feasible for revegetation on or other area where ground cover is destroyed, provided that it be mutually determined by the Commissioner of Natural Resources and an authorized representative of the Grantee prior to completion of construction, that such steps are necessary and the Grantee shall maintain all terracing, water bars, lead-off ditches, culverts where necessary, and other preventive works that may be required to accomplish such agreed objectives.

10. Grantee shall establish no borrow, sand, or gravel pits, stone quarry or permanent storage areas, sites for road operations and maintenance facilities, camps, supply depots or disposal area within right-of-way, except with the prior written approval of the Grantor.

11. Grantee may maintain the right-of-way clearing by means of chemicals upon approval in writing by the Grantor.

12. Grantor hereby reserves for its own use, all the iron, coal, gold and other valuable minerals, and all water power, and all oils and gases, upon all lands covered by this easement, and the right to enter upon same for the purposes of exploration and mining same. After thirty years from the date of execution of this agreement, the Grantor, its lessees, or assignees may mine any or all of the lands covered by this easement, and construct all necessary roads, buildings and improvements relating to mining, without payment of any damages to the Grantee.

13. The easement grants no greater rights than existed prior to this grant, except as specifically granted herein.

The easement and right-of-way herein conveyed may be terminated either by mutual agreement of the parties hereto, or by the grantor upon thirty days written notice to the Grantee if Grantee fails to comply with applicable laws or the terms of this easement; otherwise to remain in effect as long as used for the purposes granted, provided, however, if the easement and right-of-way or any part thereof shall be abandoned or shall cease to be used by the Grantee for a period of one year, the rights and privileges hereby granted shall cease and terminate and the land traversed by the abandoned or unused segment shall be freed from this easement and right-of-way. In the event of such agreement to terminate or abandon, the Grantee, by authorized representative, shall furnish to the Grantor, a statement in recordable form evidencing termination.

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EXHIBIT A

CSAH 101
Parcel 32

SAP 69-701-02 Page 1
County Project 9104

Legal Description:

Northwest Quarter of Southeast Quarter (NW1/4 of SE1/4), Section Thirty-six (36), Township Fifty-eight (58) North, Range Eighteen (18) West of the Fourth Principal Meridian.

Rights to be Acquired:

A 120.00 foot wide PERMANENT EASEMENT for highway purposes over, under and across that part of the above described property with a center line described as follows:

Commencing at the Southwest corner of the first above described property and assuming the South line of said property as having a bearing of North 86° 03' 20" East, go North 86° 03' 20" East along said South line for a distance of 283.29 feet to the point of beginning of line being described; thence go North 09° 13' 40" West a distance of 532.27 feet to the South right of way line of CSAH 101 as it is now proposed for construction.

The side lines of the above described easement to be prolonged or shortened to terminate at the South line of the first above described property and the Southerly right of way line of CSAH 101 as it is now proposed for construction.

Together with a 150.00 foot wide PERMANENT EASEMENT for CSAH 101 Highway purposes over, under and across first above described property with a center line described as follows:

Commencing at the Southwest corner of the first above described property and assuming the West line of said property as having a bearing of North 07° 24' 14" West go North 07° 24' 14" West along said West line for a distance of 579.85 feet to the point of beginning of line being described; thence go North 80° 21' 40" East for a distance of 263.21 feet to a point to be designated as "Point A"; thence continue going North 80° 21' 40" East for a distance of 209.50 feet to a point to be designated "Point B"; thence continue going North 80° 21' 40" East for a distance of 719.50 feet to a point of curve right, concave to the South, having a radius of 2291.83 feet, central angle of 02° 32' 22"; thence go Easterly along said curve for a distance of 101.58 feet to a point on the East line of the first above described property, there terminating.

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EXHIBIT A

CSAH 101
Parcel 33

SAP 69-701-02 Page 1
County Project 9104

Legal Description:

Northeast Quarter of Southeast Quarter (NE1/4 of SE1/4), Section Thirty-six (36), Township Fifty-eight (58) North, Range Eighteen (18) West of the Fourth Principal Meridian.

Rights to be Acquired:

A 90.00 foot PERMANENT EASEMENT for highway purposes over, under and across that part of the above described property with a center line described as follows:

Commencing at the Southwest corner of the above described property and assuming the West line of said property as having a bearing of North 08° 02' 10" West, go North 08° 02' 10" West along said West line for a distance of 706.45 feet to a point on curve of a non-tangential curve said point being the beginning of center line being described and is to be designated "Point A"; thence go Easterly along said curve that is concave to the South, having a radius of 2291.83 feet, a central angle of 26° 58' 23", and a radial line that bears South 07° 05' 58" East from said point of curve, a distance of 1078.92 feet to a point on curve to be designated as "Point B" and there terminating.

Together with a 150.00 foot PERMANENT EASEMENT for highway purposes over, under and across that part of the first above described property with a center line described as follows:

Beginning at the above designated "Point B", thence Southeasterly along a non-tangential curve, concave to the Southwest, with a radius of 2291.83, a central angle of 07° 37' 30", and a radial line that bears South 27° 29' 55" West from said point, a distance of 305.00 feet to an intersection point on the East line of the first above described parcel and there terminating, and shall be designated as "Point C".

The side lines of the above described permanent easement shall be prolonged or shortened to terminate at the West line and the East line of the first above described property.

Said above described permanent easements contain approximately 3.28 acres all of which is additional right of way.

Together with a TEMPORARY EASEMENT for highway purposes over, under and across those parts of the first described property that are described as follows: